IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.1760 OF 2003
SUMMARY SUIT NO. 418 OF 1990

Central Bank of India ...Plaintiffs
Vs.
Perfect Thread Mills Ltd. ...Defendants
Tarun K. Shah ...Applicant

Mr.Taydeep Mitra with Mr. Tripathi for Applicant
Mrs.S. Loke Manager of Defendant Company.
Mr.V.Iyear i/b. Gagrat & Co. for plaintiffs.

COMRAM: S.J. VAZIFDAR, J.
DATE: 23RD AUGUST, 2004

P.C.

1. By consent Chamber Summons placed on Board and called out for hearing. Chamber Summons is made absolute in terms of prayer clause (a) and (b). Amendment to be carried out within four weeks.

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.1158 OF 2004

IN

L.C. SUIT NO.848 OF 1983

Jokim Vincent Gomes & Ors. ...Plaintiffs

Vs.

Farida Francis Gomes & Ors. ...Defendants

Mr. Pradeep Kadam for Plaintiffs

Ms. Deepa Sawant i/b. Sameer M. Bhandari for Defendant No.12(a)

COMRAM: S.J. VAZIFDAR, J.

DATE: 23RD AUGUST, 2004

P.C.

1. Pending the hearing and final disposal of the Chamber Summons the Court Receiver shall not take possession of any of the properties from Defendant No.12(a) if she is in possession thereof.

. Chamber Summons returnable in normal course.

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.1191 OF 2004
EXECUTION APPLN. NO.145 OF 2004

Techno Foundation ...Claimants
Vs.
Narendra R. Shah ...Respondents
Vishwas Bhikaji Apte & Ors. ...Applicants

Mr.Hemant Sethi for Plaintiff
Mr.A.A.Joshi with Mr. S.S. Joshi for Applicants

COMRAM: S.J. VAZIFDAR, J.
DATE: 23RD AUGUST, 2004

P.C.

1. Ad-interim order in terms of prayer clause (c). It is however, clarified that the attachment shall continue.

. Chamber Summons returnable in normal course.

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.2690 OF 2003

Mrs. Pratma Dhananjay Desai ...Plaintiff
Vs.
Bhupatrai B. Desai & Ors. ...Defendants

Mr.C.M.Kothari, Adv. for Plaintiff
Mr.K.N.Gore, Adv. for Defendants

COMRAM: S.J. VAZIFDAR, J.
DATE: 23RD AUGUST, 2004

P.C.

1. The Suit is disposed of in terms of the consent terms signed by the parties and their Advocates and marked as "X" for identification.

2. Refund as per Rules. For the purpose of refund the Prothonotory and Sr. Master shall act on the copy of this order authenticated by the Chamber Registrar/Court Stenographer of this Court.

. In view of the aforesaid order Notice of Motion No.1556 of 2003 is dismissed.

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.2691 OF 2003

Smt.Kanchanben Natwarlal Desai ...Plaintiff
Vs.
Smt. Deepika Bhupatrai Desai ...Defendant

Mr.C.M.Kothari, Adv. for Plaintiff
Mr.K.N.Gore, Adv. for Defendant

COMRAM: S.J. VAZIFDAR, J.
DATE: 23RD AUGUST, 2004

P.C.

1. The Suit is disposed of in terms of the consent terms signed by the parties and their Advocates and marked as "X" for identification.

2. Refund as per Rules. For the purpose of refund the Prothonotory and Sr. Master shall act on the copy of this order authenticated by the Chamber Registrar/Court Stenographer of this Court.

. In view of the aforesaid order Notice of Motion No.1553 of 2003 is dismissed.

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.2692 OF 2003

Uday Natvarlal Desai ...Plaintiff
Vs.
Daulatrai Bhagwanji Desai & Ors. ...Defendants

Mr.C.M.Kothari, Adv. for Plaintiff
Mr.K.N.Gore, Adv. for Defendants

COMRAM: S.J. VAZIFDAR, J.
DATE: 23RD AUGUST, 2004

P.C.

1. The Suit is disposed of in terms of the consent terms signed by the parties and their Advocates and marked as "X" for identification.

2. Refund as per Rules. For the purpose of refund the Prothonotory and Sr. Master shall act on the copy of this order authenticated by the Chamber Registrar/Court Stenographer of this Court.

. In view of the aforesaid order Notice of Motion No.1554 of 2003 is dismissed.

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CONTEMPT PETITION NO.61 OF 2003
IN SUIT NO.743 OF 2002

Indrajit Sharma I Ors. ...Plaintiff
Vs.
Serum Institute of India Ltd. ...Defendant

Mr.Ali Murtura, Adv. i/b. Law Chat. for Plaintiff
Ms.Priya Randevi, Adv. i/b. V.V. Juris for Defendant

COMRAM: S.J. VAZIFDAR, J.
DATE: 23RD AUGUST, 2004

P.C.

1. By consent the petition is taken up for final hearing. The learned Counsel appearing on behalf of the Petitioner states that the Petitioner does not wish to press this petition.

2. Be that as it may. In the facts and circumstances of the case no action for contempt is called for. The dispute is essentially a claim for money. Hence, petition is dismissed.

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.1422 OF 2003

Devdas Naik ...Plaintiff

Vs.

Swati Manjrekar & Ors. ...Defendants

Mr.Sunil Dube for Plaintiff

Mrs.A.S.Malwankar for Defendants

COMRAM: S.J. VAZIFDAR, J.

DATE: 23RD AUGUST, 2004

P.C.

1. The suit is disposed of in terms of the consent terms signed by the parties and their Advocates. The same are marked as "X" for identification.

2. The learned Counsel appearing on behalf of the Defendant states that though Defendant no.2 has signed in 'Marathi', she is able to read and write English. The Defendant No.2 is present in Court.

3. Refund as per Rules. For the purpose of refund the Prothonotory and Sr. Master shall act on the copy of this order authenticated by the Chamber Registrar/Court Stenographer of this Court.

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.928 OF 2004
SUMMARY SUIT NO.3931 OF 1998

UTV Software Communications Ltd. & Anr.. plaintiffs
Vs.
Satish Mehta & Anr. ..Defendants

Ms.Usha Narsimhan, Adv. i/b. R.C. Dalal for Plaintiffs.
Mr.N.Janardhan, Adv. i/b. Narayana & Narayana for Plaintiff Defendant no.2

COMRAM: S.J. VAZIFDAR, J.
DATE: 23RD AUGUST, 2004

P.C.

1. By consent the Chamber Summons is disposed of in terms of the consent terms signed by the parties and their Advocates.

2. Undertakings contended in the consent terms are accepted.

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.1197 OF 2003
IN
EXECUTION APPLICATION NO.148 OF 2003
IN
SUMMARY SUIT NO.1484 OF 1999

M/s. Seagate Trading & Investment
(Pvt.) Ltd. ...Plaintiffs
Vs.
Vora & Vora & Ors. ...Defendants

Mr.Shailesh Shah, Adv. with Mr. Virag Tulzapurkar, Adv. with Ms. Smita R. Adv. i/b. S.K. Srivastav & Co. for Defendants/Applicants in support of Chamber Summons.

Mr.Cyrus Ardeshir Adv. with Jayesh Vyas Adv. i/b. Bilawala & Co. for Plaintiffs to show cause.

COMRAM: S.J. VAZIFDAR, J.
DATE: 23RD AUGUST, 2004

P.C.

1. By this Chamber Summons Defendant no.5 seeks to quash and set aside the above execution application in so far as it seeks execution of the decree dated 5th October, 2001 in the above suit against the properties belonging to Defendant No.5 in her individual capacity. In the alternative Defendant no.5 seeks to quash and set aside the warrants of attachment dated 9th May, 2003 and 9th July, 2003 issued in the above Execution Application. In the further alternative Defendant no.5 has prayed for a declaration that the attachment levied on the properties belonging to Defendant no.5 in the

Execution proceedings is illegal, null and void.

2. The Summons of Judgment was made absolute against the Defendants. Defendant Nos.2 to 5 are the Trustees of Defendant No.5. By the order dated 6th October, 2001 while making the Summons for Judgment absolute the learned Judge has expressly stated :-

" The Defendants who are impleaded as the Trustees of the Trust will be liable in their capacity as their Trustees and not in a personal capacity."

. This was further clarified in the operative part of the order.

3. The attachment admittedly is levied in respect of the individual properties of DefendantNo.5. In the circumstances the Warrants of the attachment are liable to be set aside.

4. It was argued that the properties belonging to Defendant no.5 are liable to be sold in execution as Defendant no.5 had purchased the same from out of money received from the Trust.

. There is nothing to indicate the same. The Balance-sheets and the Income-Tax Returns relied upon do not indicate that Defendant Nos.4 and 5 signed the

same. Defendant Nos.4 and 5 have categorically stated that they have not. The alleged admission therefore, cannot be held against them. In any event this was not a tracing action. Paragraph No.1 of the plaint itself establishes the same clearly. The Defendant No.1 was sued as a Trust. Defendant Nos.2 to 5 were sued in their capacity as Trustees in the Trust and not in their individual capacity. Nor was the order on the Summons for Judgment passed on that basis.

5. Pursuant to the clarifications issued by the order dated 6th October, 2001 itself, it is open to the Plaintiffs to levy execution against Defendant Nos.2 to 5 only as Trustees in respect of any property of the Trust that they may hold as such.

6. In the circumstances subject to the above clarifications the Chamber Summons is allowed in terms of prayer clause (a). Needless to clarify that the attachment thus far levied stands raised.

7. Chamber Summons is disposed accordingly. There shall be no orders as to cost.

. All parties are directed to act on a copy of

this order duly authenticated by the Chamber Registrar/ Court Stenographer of this Court.

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.1851 OF 2003
SUIT NO.1016 OF 2003

Smt.Phalguni W/o.Mehul Joshi ...Plaintiffs
Vs.
Purnima P. Joshi & Ors. ...Defendants

Mr.Durga Prasad Sabnis, Adv. i/b. Mahimkar & Mahimkar for Plaintiffs
Mr.Prakash Muckil, Adv. for Defendant No.4
Mr.S.R.Rawal, Adv. for Defendant No.1,2 and 3.

COMRAM: S.J. VAZIFDAR, J.
DATE: 23RD AUGUST, 2004

P.C.

1. The suit is disposed of in terms of Consent terms signed by the parties and/or their Advocates.

2. Refund as per Rules. For the purpose of refund the Prothonotory and Sr. Master shall act on the copy of this order authenticated by the Chamber Register/Court Stenographer of this Court.

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.1220 OF 2003
IN
EXECUTION APPLICATION NO.272 OF 2003N
IN
AWARD DATED 22ND JANUARY, 2003

AND

CHAMBER SUMMONS NO.1675 OF 2003
IN
EXECUTION APPLICATION NO.272 OF 2003
IN
AWARD DATED 22ND JANUARY, 2003

M/s. Famous Cine Equipments ..Disputant/Claimant
Vs.
M/s.PFH Entertainment Ltd. ..Opposite Party

Mr.S.K.Dubey Adv. with Mr. R.P. Tripathi Adv. for Claimant.
Ms.Usha Shrivastav, Adv. i/b. Consulta Juris for opposite Party

COMRAM: S.J. VAZIFDAR, J.
DATE: 23RD AUGUST, 2004

P.C.

. Both the Chamber Summons are disposed of by this common order, as the reliefs sought therein are common.

2. The Applicant has prayed that the notice for execution dated 24th July, 2003 in the above award be set aside and quashed.

3. The Application is, taken out solely for the purpose of frustrating the opposite parties legitimate right to execute the above award. That the Award has been passed in favour of the opposite party is admitted. That the Award is not set aside is admitted.

4. The learned Counsel appearing on behalf of the Applicant submitted that under Order 21 Rule 29 of the C.P.C. the Applicant was entitled to a stay of execution of the decree in view of the Applicant having furnished a bank guarantee in Suit No.822 of 2003 filed by the Applicant against various parties. The opposite party is Defendant No.4 in that Suit. The following are the prayers in that suit:-

(a) That the notice dated 24th July, 2003 in Award dated 22nd January, 2003 passed by the Arbitrators, Arbitral Board, Mumbai be set aside/quashed.

(b) That pending the hearing and final disposal of the above Chamber Summons further proceeding taken out in the

above matter by the Claimant be stayed.

(c) For such other and further reliefs as the nature and circumstances of the case may require.

5. By an order dated 7th March, 2003 S.A.Bobde, J. ordered and directed Defendant Nos.1 and 2 in that suit to hand over to the Applicant; the Plaintiff therein, the goods entrusted to them upon receipt of payment due to the said Defendants from the Plaintiffs under the contract between the Plaintiffs and the said Defendant. It was further ordered that pending the hearing and final disposal of the suit Defendant No.3 was restrained from compelling Defendant No.1 and 2 to withhold the goods of the Plaintiff even after receipt of the payments due from the Plaintiffs to Defendant Nos.1 and 2. This order was passed in view of the Plaintiff having undertaken to furnish a bank guarantee by 11th March, 2003 in the sum of Rs.13,20,000/-. The bank guarantee was been issued and the Applicant took benefit of the order by having the goods released.

6. Defendant No.4 have in accordance with law adopted proceedings namely, Arbitration Proceedings to recover their dues. Nothing really remains in suit No.842 of 2003. There is no monetary claim by the Applicant in that suit. There is therefore no question of Order 21 Rule 29 applying in this case. Confronted with this the learned Counsel appearing on behalf of the Applicant No.1(c) the Plaintiff in the said suit stated that the Plaintiff may in future amend the plaint to seek monetary relief. This is clearly an after thought and obviously only for the purpose of thwarting the executing proceedings.

7. In the circumstances, the Chamber Summons are dismissed with costs fixed at Rs.5000/- for each Chamber Summons to be paid within four weeks from today.

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO.1051 OF 2004
IN
EXECUTION APPLICATION NO.626 OF 2001

Tangenine Electronic Systems Pvt.Ltd...Plaintiffs
Vs.
Indian Chemicals & Anr. ...Defendants

Mr.D.D.Madan,Adv. i/b. Ranjit & Co. for Plaintiff
Mr.M.S.Rao Adv. i/b. Mr. J. Gorge for Defendant No.1 & 2.
Mr. Rajguru Adv. i/b. T.C.Koushik Adv. for Union of India

COMRAM: S.J. VAZIFDAR, J.
DATE: 23RD AUGUST, 2004

P.C.

. By the Chamber Summons the Applicant seeks to be impleaded in the present matter as a party, Defendant and in the alternative to be heard in the matter. The Applicant alleges that it has a claim against the Judgment Debtor as well, and that its claims are in priority to the claims of the Judgment Creditor. By the order dated 6th August, 2004. S.C. Dharmadhikari,J. has already protected the rights of the Income tax Department as is evident from paragraphs 14 and 15 thereof. It is agreed between the parties that the issue of priority in respect of the sale proceeds shall be determined in the above Execution Application itself and that, the Judgment Creditor and the Applicant’s entitlement shall be dependant upon the decision thereon.

. Prayer clause (b) of the Chamber Summons stands concluded by the order of S.C.Dharmadhikari,J dated 6th August, 2004.

. Chamber Summons is accordingly disposed of.

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.1418 OF 2003
SUMMARY SUIT NO.1494 OF 2001

Mahavir Wire Products (Bombay)
Pvt. Ltd. & Ors. ...Plaintiffs
Vs.
Aekta Trust & Ors ...Defendants

Ms.S.V.Paradkar, Adv. i/b. V.S. Paradkar for Plaintiffs
Mr.B.S.Thalekar Adv. i/b. Degzil D'Melo for Defendant

COMRAM: S.J. VAZIFDAR, J.
DATE: 23RD AUGUST, 2004

P.C.

. Chamber Summons is allowed in terms of prayer clause (a). Amendment be carried out within four weeks from today.

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